

**TRI-STAR INC.**

300 VINE ST. MIDDLETOWN, PA. 17057
PHONE (717) 944-1234 - FAX (717) 944-5401

Quotation No. Q690WM-96

Page 1 Of 4

Date July 3, 1996

Per: Bulk Inventory Monitoring

To: Jonas P. Donmoyer Inc.
Box 74
Ono, Pa. 17077

ATTN: Mr. David B. Wallace

QTY	DESCRIPTION
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Dear Mr. Wallace,

We are pleased to propose a system for monitoring bulk inventory at your customer's locations. This system is comprised of a personal computer at the master site and remote terminal units (RTU'S) at the customer's location.

The master site will interrogate the RTU'S via standard dial-up telephone lines. Frequency of interrogation will be selectable by you. The RTU'S will report actual tank levels, in engineering units, plus any low alarm conditions selected by you. The RTU will initiate a call to the master site any time the low alarm set point is reached. Low alarm condition will be displayed by a flashing icon on the graph.

The master site will display a real time graph (x axis) with point and trend level information (y axis) thereon. In addition, the graphics display will contain any amount of text as selected by you for each customer and each product. We have prepared a sample graphic display (enclosed) for your review. Historical and trend data may be accumulated up to the capacity of the PC hard disc and/or transferred to floppy discs for permanent storage.

Master Site System Requirements:

1. Master site will be a personal computer system furnished by J.P. Donmoyer Inc.
The PC system should include:

- A. IBM compatible PC, Pentium 133, 16 Mb RAM, 1.2 Gb hard disc drive with Windows 95 installed, PCI VGA video card with 2 Mb RAM and an internal modem.
- B. 14" (or larger) VGA monitor with .28" dot pitch.
- C. A suitable dot matrix printer.
- D. As an option, a UPS that will provide 15-30 minutes back-up in case of power outage.

2. Tri-Star Inc. will provide software, system design, programming start-up and training. Software will consist of:

- A. Control Microsystems Lookout Runtime package with 200 I/O capacity - Provides system MMI.
- B. PC Anywhere package - Allows the system to be interrogated from any other compatible PC or Laptop connected to a dial up modem.
- C. WIN 911 package - provides for alarm messages to be dialed out from the master site during designated hours to a selection of phone numbers.

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To: Jonas P. Donmoyer Inc. cont'

Per: Bulk Inventory Monitoring

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Remote Site System Requirements

1. For the Bethlehem Steel Plant, Steelton, Pa., Tri-Star Inc. will provide a Control Microsystems Telesafe VS/2 RTU (specifications enclosed)
2. We will physically install the RTU, connect the existing telephone line and connect the unit power via existing duplex receptacle at the site location.
3. We will program the RTU for two (2) 4-20 MADC inputs, anticipating that a Kessler-Morse strain gauge system will be installed on the second lime silo during the next several months.

NOTE: Tri-Star Inc. is not permitted to install the necessary signal cable between the lime silos and the RTU due to Bethlehem Steel Union regulations. Bethlehem Steel will advise J.P. Donmoyer directly, concerning this installation cost.

PRICE

1. Software and technical services for master site-----\$7,508.00
2. Equipment and technical services for the remote site-----\$2,431.00

\$7508.00 (200 5/10) | \$2,431 | KIMMER \$640
- 610.00 (100 5/10) | SCREEN
\$6,898
\$2,431
\$640
\$9,969

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TAXES: Applicable sales or use taxes, fees, duties, permits and licenses are not included.

TERMS: 100% net thirty (30) days from date of invoice. Balances overdue are subject to a service charge of 2% per month.

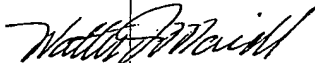
FREIGHT: FOB shipment point with freight prepaid and included to jobsite.

SHIPMENT: 8 - 10 weeks from receipt of order, complete data and authorization to proceed with manufacturing.

VALIDATION: Price quoted is firm provided:

1. Written acceptance is received at Tri-Star within thirty (30) calendar days of the bid date.
2. Shipments delayed by the buyer or his agents will be escalated at a rate of 2% per calendar month, compounded, of the value of the unshipped portion.

Sincerely,


Walter J. Maidl
Vice President, Sales
Tri-Star Inc.

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Sincerely,

Walter J. Maidl
Vice President, Sales
Tri-Star Inc.

All orders shall be made out to the Company and shall be subject to acceptance by us at our plant.

1. CONSTRUCTION AND LEGAL EFFECT

Our sale to you will be solely upon the terms and conditions set forth herein. They supersede and reject any conflicting terms and conditions of yours, any statements in yours to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you; we shall not be deemed to have waived any of our terms and conditions or to have consented to any modification or alteration of such terms and conditions unless such waiver or consent is in writing and signed by an authorized officer.

No representation of any kind has been made by us except as set forth herein; this agreement conclusively supersedes all prior writings and negotiations with respect thereto and we will furnish only the quotations and items specifically listed on the face hereof; we assume no responsibility for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods ordered herein pertain. Any action for breach of contract must be commenced within one year after the cause of action has accrued. Our published or quoted prices, discounts, terms and conditions are subject to change without notice.

2. PRICES

Unless otherwise noted on the face hereof, prices are net F.O.B. our plant and firm for thirty (30) days. Service call of a factory-trained serviceman is not included and may be charged extra. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of goods ordered or sold will be added to billing unless you provide us with an appropriate exemption certificate.

3. CANCELLATION AND RETURNED EQUIPMENT

Orders may be cancelled only with our written consent and upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized and you will be charged for placing returned goods in salable condition, any sales expenses then incurred by us, plus a restocking charge and any outgoing and incoming transportation costs which we pay.

4. CREDIT AND PAYMENT

Unless otherwise noted on the face hereof, terms are net thirty (30) days. We may decline to deliver except for cash, or non-payment of goods in transit, whenever for any reason doubt as to your financial responsibility develops. Prompt payment shall become due with partial shipment. Where you are responsible for any delay in shipment, the date of completion of goods may be stated by us as the date of shipment for purposes of payment, completed goods shall be held at your cost and risk, and we shall have the right to bill you for reasonable storage and insurance expenses.

5. DELIVERY

Delivery, shipment and installation dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of complete technical data and approved drawings as such may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly for, delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure to delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control or causes designated Acts of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer.

6. DEFECTIVE EQUIPMENT

Providing Purchaser notifies us promptly, if within one (1) year from date of shipment equipment or parts manufactured by us fail to function properly under normal and proper use because of defects in material or workmanship demonstrated to our satisfaction to have existed at the time of delivery or because examination proves them not to be operating within the specified limits of calibration, the Company, reserving the right to either inspect them in your hands or request their return to us, will at our option repair or replace at our expense F.O.B. our plant, or give you proper credit for such equipment or parts determined by us to be defective, if returned transportation prepaid by Purchaser. The foregoing shall not apply to equipment that shall have been altered or repaired after shipment to you by anyone except our authorized employees, and the Company will not be liable in any event for alterations or repairs except those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the Company shall in no event be liable in this respect. The equipment or parts manufactured by others but fur-

nished by us will be repaired or replaced only in the extent of the original manufacturer's warranty. No purchaser whoover is given as to electronic goods, and the Company will have no repair or replacement obligation as to them. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE AND ALL WARRANTIES, OF MERCHANTABILITY OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

7. SHIPPING

Unless you specify otherwise in writing (a) goods will be boxed or crated as we may deem proper for protection against normal handling, and extra charge will be made for preservation, water-proofing and similar added protection of goods; (b) routing and manner of shipment will be at our discretion, and may be insured at your expense, value to be stated at order price. On all shipments F.O.B. our plant, delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by you.

8. PATENT INFRINGEMENT

We will not be liable for any claim or infringement unless due to infringement by goods manufactured by us in the form in which we supply such goods to you and without regard to their use by you. If you notify us promptly of any such claim of infringement and, if we so request, authorize us to defend or settle any suit or controversy involving such claim, we will indemnify you against the reasonable expenses of any such suit and will satisfy any judgment or settlement in which we succeed, but only to an amount not exceeding the price paid to us for the allegedly infringing goods. If an injunction is issued against the further use of allegedly infringing goods, we shall have the option of procuring for you the right to use the goods, or repurchasing them with non-infringing goods, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing expresses our entire and exclusive warranty and liability as to patents, and we will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein. You will hold us harmless and indemnified against any and all claims, demands, liabilities, damages, cost and expenses resulting from or connected with any claim of patent infringement arising out of the manufacture by us of goods in accordance with a design or specifications which you furnish us.

9. SPECIAL JIGS, FIXTURES AND PATTERNS

Any jigs, fixtures, patterns and like items which may be included in an order will remain our property without credit to you. We will assume the maintenance and replacement expenses of such items, but shall have the right to discard and scrap them after they have been inactive for one year without credit to you.

10. INSPECTION

Inspection of goods in our plant by you or your representative will be permitted insofar as this does not unduly interfere with our production workflow, provided that complete details of the inspection you desire are submitted to us in writing in advance.

11. RECORDS, AUDITS AND PROPRIETARY DATA

Unless otherwise specifically agreed in a writing signed by an authorized officer, neither you nor any representative of yours, nor any other person, shall have any right to examine or audit our cost accounts, books or records of any kind or on any matter, or be issued to, or have control over, any engineering or production prints, drawings or technical data which we in our sole discretion, may consider in whole or in part proprietary to ourselves.



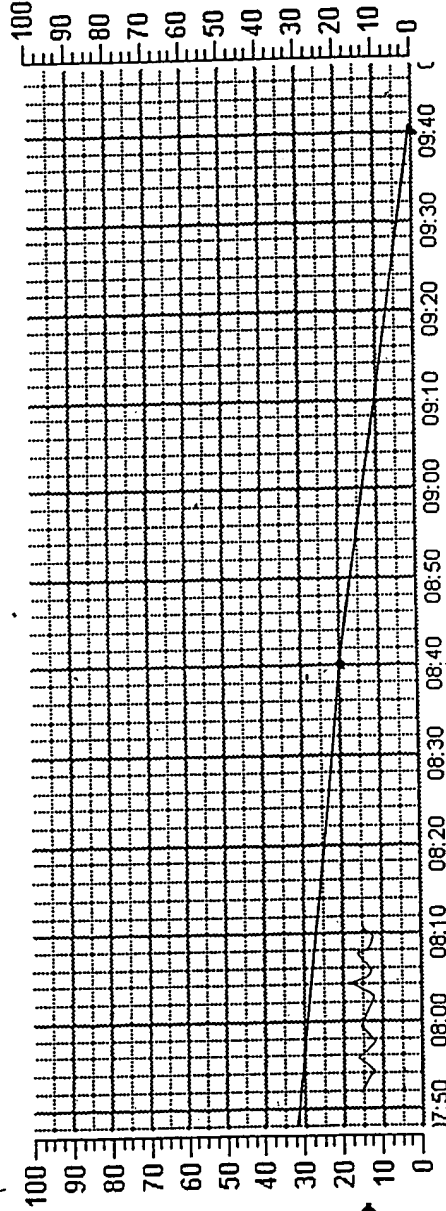
TRI-STAR INC.

P. O. Box 255, Middletown, Pennsylvania 17057
(717) 944-1234

3) NEED DATES
 3) With this can we get 1 week up?
 2 weeks?

COMMON
 DATE / TIME

BETHLEHEM STEEL CORPORATION
 LIME SILO NO. 1
 STEELTON, PA.
 LOCATION CODE
 ACCOUNT NO. XXXXX
 CUSTOMER NO. XXX
 PRODUCT
 COMMODITY
 CAOH



8/27
 CURRENT VALUE 0 -
 BLOW RATE @ 100% @ 1000

✓ CAPACITY - 100% = 250 TONS

SITE TELEPHONE NO. 717-939-XXXX

LO ALARM

ALARM SETTING IS 15% OF CAPACITY

HIGH ALARM

90%

LATE ALARM -

DATA
 HISTORICAL TRENDS FROM

ALARM
 * CHANGE or Disable
 enable or Disable
 ALARMS?

DATA
 SETTING

TeleSAFE VS/2 Specifications

General Description

The VS/2 is a remote control and measurement unit capable of monitoring two analog inputs and one

digital input, and controlling one digital output. It includes a Bell 103 compatible dial-up modem, optional LCD display, and nickel-cadmium rechargeable battery operation.

Specifications

Microcomputer	M50734P single chip CMOS microcomputer (enhanced 6502 software compatible) operating at 7.37 MHz.
Memory	32K RAM with lithium battery back up. Data retention over 2 years with power removed. 64K EPROM for operating system and application program storage. 128 byte non-volatile serial RAM for configuration and calibration data.
Standard Language	TeleSAFE BASIC
I/O capability	2 Analog inputs 1 Digital output (form C relay) 1 Digital input 1 counter
Analog Inputs	8 bit resolution 250 ohms current sense resistor built in Calibrated for 20 mA at full scale. Single-ended, referenced to transmitter power supply. 24 VDC, 50 mA transmitter loop supply. Accuracy +/- 0.4% Temperature stability +/- 0.4%
Internal Analog Inputs	NiCad battery voltage and telephone line voltage. 8 bit resolution. Accuracy +/- 5%.
Digital Inputs	24 Volts, AC or DC 115 Volts, AC or DC option. Input typically on at 50% of rated range. Isolated input. 5 to 10 mA current required.
Digital Output Contacts	0.4 Amp, 125 VAC 2 Amp, 30 VDC Normally Open and Normally Closed contacts available
Real-Time Support	32 software timers (0.1 seconds to 19 days) 1 duty cycle (PWM) outputs 27 priority interrupts (BASIC only)

Specifications	
	Hardware watch dog timer resets VS/2 after software failure.
Clock/Calendar	accuracy 1 minute/month Provides year, month, day, day of week, hours, minutes and seconds
Display	4 characters LCD display available as an option with 0.7" character height. Heater available as an option.
Field Terminations	Terminal blocks accommodate solid or stranded wire up to No. 14 AWG.
RS-232 Port Option	Communication rates of 19200, 9600, 4800, 2400, 1800, 1200, 600, and 300 baud, 7 or 8 data bits, even, odd or no parity, XON/XOFF handshaking optional.
Modem	external RS-232 module for programming only. 300 Baud, FSK, Bell 103 compatible. USOC RJ11 4 contact telephone jack for connection to public switched (dial up) telephone network. Ring detection. DTMF tone generator for dialing. Telephone line monitor allows sharing of line with standard telephone.
Protection	Transient suppressors on analog inputs, and the 24V transmitter power supply. Power input is fuse and transient protected.
Power Requirements	16 VAC at 0.24 Amps supplied by external transformer or 24 VDC at 0.16 Amps supplied by external DC power supply. Low temperature option can result in surge currents greater than 1 Amp. Internal nickel-cadmium battery provides over one hour operation after power removal. Nickel-cadmium trickle charging (3 mA). Charge time is 2 days at room temperature. Charging current is reduced at low temperatures.
Physical Size	5" wide by 7" high by 3" deep
Temperature Range	-40 to 65 degrees C (not including nickel-cadmium battery and LCD display - see Low Temperature option).
Humidity Range	0 to 95% RH, non-condensing.
Low Temperature Option	Heaters supplied for the nickel-cadmium battery and the LCD display allows operation down to -40 degrees C.

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Mr. SORR

8/1/98

I. Main current prices

II. Main process -

III. Leads time -

IV. Agents/terms

V. Screens signaling Q - Stem/Dan -

VI. Station wire/minim - CHUCK

SOP PLT maint

VII.



TRI-STAR INC.

P. O. Box 255, Middletown, Pennsylvania 17057 (717) 944-1234

July 15, 1996

Jonas P. Donmoyer Inc.
Box 74
Ono, Pa. 17077

ATTN: Mr. David B. Wallace

SUBJ: Bulk Inventory Monitoring
Our Quote No. W690WM-96 Dated July 3, 1996

Dear Mr. Wallace,

We are responding to your questions relating to the subject matter during our meeting on July 11, 1996, as follows:

1. Tri-Star Inc. will sign a non-disclosure agreement concerning the program developed for your company.
2. We offer our program development service to you at a rate of \$41.00 per hour. This rate is extended for a period of 18 months subsequent to time of start-up of the initial system. At the end of the 18 month period, we reserve the right to review this rate and make adjustments if deemed necessary.
3. Our quotation offered the Lookout Limited 200 I/O Runtime software: We can offer alternate software with less I/O capabilities as follows:
 - A. Lookout Runtime 100 I/O - deduct \$610.00 from the price of our quotation.
 - B. Lookout Runtime 50 I/O - deduct \$1,250.00 from the price of our quotation.

Please let us know if you need additional information or have any further questions.

Very Truly Yours,


Walter J. Maidl

cc: TSI Quote File

Stacy Co

*7/15/96 - See Runtime
0431 - Site Howe*

- 2cc 1/2 3,043.00 -

Jonas F. **DONMOYER INC.**

Common Carrier

FAX TRANSMISSION



FAX 944-5401
TRI-STAR INC.

WALTER J. MAIDL
VICE PRESIDENT, SALES

300 VINE STREET (P.O. BOX 255)
MIDDLETOWN, PENNSYLVANIA 17057
PHONE: 717-944-1234

Date: AUGUST 5, 1996

Faxed To: WALT MAIDL TRI-STAR
(Name) (Firm)

From: DAVID WALLACE SALES MANAGER
(Name) (Department)

Message:

PLEASE ACCEPT OUR P.O.# 95663 AS ACCEPTANCE OF
YOUR QUOTE #W690WM-96. PURCHASE ORDER TO INCLUDE
"LOOKOUT RUNTIME" 100 I/O - PRICING SOFTWARE \$6,898 AND
EQUIPMENT REMOTE SITE \$2431.00 - TOTAL \$9,329.00 -
PLEASE CONFIRM RECEIPT FOR OUR FILES - THANK YOU -

Our Fax Number is: 717-865-7291

Total Number of pages faxed including this cover sheet: 1



TRI-STAR INC.

P. O. Box 255, Middletown, Pennsylvania 17057 (717) 944-1234



August 6, 1996

Jonas P. Donmoyer Inc.
Box 74
Ono, Pa. 17077

ATTN: Mr. David Wallace, Sales Manager

SUBJ: Bulk Inventory Monitoring
Our Quote No. Q690WM-96 Dated July 3, 1996
Your P.O. 95663 Dated August 5, 1996

RECEIVED

MAR 20 2001

Technology Center 2100

Dear Mr. Wallace,

Thank you for your valued purchase order in the amount of \$9,939.00. We will immediately order the remote terminal equipment and begin programming to provide you with a system that functions per our quotation and the subsequent discussions held during our meetings.

Allen Baumbach II is the assigned project engineer. He will be in contact with you regarding any details which may need to be resolved.

Very Truly Yours,

Walter J. Maidl
Vice President Sales

cc: TSI Job File
AJB II

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